

WAIVER OF SERVICE OF SUMMONS

TO: Geri L. Haight
(Name of Plaintiff's Attorney or Unrepresented Plaintiff)

I Southern Belle Frozen Foods, Inc. and Shaw's Southern Belle Frozen Foods, Inc.
acknowledge receipt of your request that I waive service of a summons in the action of
Shaw's Supermarkets, Inc. v. Southern Belle Frozen Foods, Inc. and Shaw's Southern Belle
Frozen Foods, Inc. which is case

(Caption of Action)
number 04-10573-WGY in the United States District Court
(Docket Number) (Names of Court)

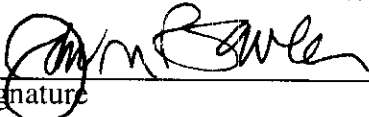
District of Massachusetts. I have also received a copy of the
complaint in the action, two copies of this instrument, and a means by which I can return the
signed waiver to you without cost to me. I understand that I am entitled to consult with my own
attorney regarding the consequences of my signing this waiver.

I agree to save the cost of service of a summons and an additional copy of the complaint
in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with
judicial process in the manner provided by the Georgia Rules of Civil Procedure.

I (or the entity on whose behalf I am acting) will retain all defenses or objections to the
lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the
summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf
am acting) if an answer is not served upon you within 60 days after July 19, 2004,
(date waiver sent)
or within 90 days after that date if the request was sent outside the United States.

July 28, 2004
Date


Signature

Printed/Typed Name: John M. Bowler

As Outside Counsel for of Southern Belle
Frozen Foods, Inc. and Shaw's Southern Belle
Frozen Foods, Inc.

Notice of Duty to Avoid Unnecessary Costs of Service of Summons

Subsection (d) of Code Section 9-11-4 of the Official Code of Georgia Annotated requires
certain parties to cooperate in saving unnecessary costs of service of the summons and
complaint. A defendant located in the United States who, after being notified of an action and
asked by a plaintiff located in the United States to waive service of a summons, fails to do so will
be required to bear the cost of such service unless good cause be shown for its failure to sign and
return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is
unfounded, or that the action has been brought in an improper place or in a court that lacks
jurisdiction over the subject matter of the action or over its person or property. A party who
waives service of the summons retains all defenses and objections (except any relating to the
summons or to the service of the summons), and may later object to the jurisdiction of the court
or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve
on the plaintiff's attorney (or the unrepresented plaintiff) a response to the complaint and must
also file a signed copy of the response with the court. If the answer is not served within this
time, a default judgment may be taken against that defendant. By waiving service, a defendant is
allowed more time to answer than if the summons had been actually served when the request for
waiver of service was received.